

STATE OF ARKANSAS

REQUEST FOR PROPOSALS NUMBER DIS-020503 FOR INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

**Issued By:
Department of Information Systems**

February 05, 2003

INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES RFP

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REQUEST FOR PROPOSAL

STATE OF ARKANSAS DEPARTMENT OF INFORMATION SYSTEMS

**SERVICE PROPOSAL IS FOR
INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

I. STATEMENT OF INTENT:

The Department of Information Systems (DIS), State of Arkansas, hereinafter referred to as the State, intends to secure multiple contracts to obtain the services of Information Technology (IT) professionals. The purpose of RFP No. DIS-020503 (RFP) is to define the State's minimum requirements, solicit proposals, and gain adequate information from which the State may evaluate the services that the Proposer has to offer. The respondent to this RFP will hereinafter be referred to as the "Proposer."

Throughout State government there is a growing need for IT professionals in a variety of job classifications. The dynamic nature of this staffing need requires a flexible means of rapidly obtaining quality personnel. The State plans to meet this need by executing multiple contracts. Once these contracts are in place, the agencies, using a structured, competitive process, will be able to access the required personnel as directly and efficiently as possible.

The evaluation process for this RFP will take into account both Technical and Cost-related responses. The Technical portion of the proposal will address such items as company stability and experience in the field of providing systems professionals. In response to the Cost portion, the Proposer will price its systems professionals within various job classifications, with the appropriate skill sets and levels of experience. Each job classification will be priced separately and recorded on a provided response form. These costs will be the maximum hourly unit rate the Proposer is allowed to charge for an individual in that job classification. For each project or task presented on an SOW, vendors will compete by proposing their "best offer" unit rates, which must be less than or equal to the Unit Rates proposed in response to this RFP.

A description of the services to be provided by these personnel, the method of requesting and selecting personnel, as well as other provisions defining the working relationship, are described in Section III of this document and in the attached pro forma Contract (Attachment A, Section A, "Scope of Services"). The Proposer is advised to read the Contract carefully--and have its legal department review it--prior to responding to the RFP.

No more than five (5) Proposers will receive awards pursuant to this RFP. The State will award a Contract to no more than five (5) responsive Proposers, receiving the highest composite scores from the Technical and Cost Evaluations. This will be a shared award.

II. GENERAL INSTRUCTIONS:

A. *Submission of Proposal:*

1. The main point of contact ("State Contact") and the person to whom the Proposal and ALL correspondence should be submitted:

Alana Wolfe
One Capitol Mall/PO Box 3155
Little Rock, AR 72203
Telephone: (501) 682-9666 Fax (501) 682-4310
Email: DISContracts@mail.state.ar.us

2. The alternate point of contact ("Alternate Contact") for this RFP:

Ammie Rice
One Capitol Mall/PO Box 3155
Little Rock, AR 72203
Telephone: (501) 682-1011 Fax (501) 682-4310

3. In order to participate in this RFP process, Prospective Proposers must submit to the State Contact a Proposer Contact Name AND email address by the date listed in the Schedule of Events (see Subsection II.B, below). This is the person in the Proposer's company that will receive all future communication regarding the RFP. The provision of a Contact Name does not obligate the Proposer to submit a Proposal.

The Proposer's Contact Name and email address must be submitted via email to: DISContracts@mail.state.ar.us.

4. If the Proposer has any questions regarding this procurement, they should be directed to the State Contact listed above. Oral communications will be allowed. However, the State will only be bound by written responses to questions it has received in writing, and no written responses will be given to oral questions. (For a discussion of written questions and responses, see II.A.5 below.)

The State Contact is the primary contact. The Alternate Contact should be contacted only in the absence, or at the request, of the State Contact. No person other than the State or Alternate Contacts shall be authorized or allowed to discuss with the Proposer(s) any matters whatsoever related to this procurement.

5. Written questions should be emailed to the State Contact at the email address given in Subsection II.A.1. All written questions must reference RFP No. DIS-020503 in the subject line of the email and must be received by the date for the State to receive "written clarification requests from potential Proposers" stated in the "Schedule of Events" (see II.B, below).

As stated above, only written responses to written questions will be official and binding upon the State. The State will reproduce the received

questions verbatim, will provide written responses, and will email them to all firms that provided the State with a Proposer Contact Name. Because the questions will not be altered in any way, Proposers must not disclose their company name within the text of any question. Any questions not conforming to this rule will be discarded and remain unanswered. The state will respond to all clarification requests according to the time frame stated in the Schedule of Events.

6. A pre-proposal meeting will be held at the date and time listed in the Schedule of Events, at the following location:

State Police Headquarters
One State Police Plaza Dr.
Little Rock, AR 72209

(State Police Headquarters is located at Geyer Springs exit off I-30. Enter through main entrance; receptionist will provide visitor badge and direct participants to Class Room C.)

This will be the Proposers' opportunity to ask any questions that they may have about this procurement. Although impromptu questions will be permitted and spontaneous answers provided during the conference, Proposers should clearly understand that the only official answer or position of the State of Arkansas will be stated in writing in response to written questions. Therefore, Proposers should submit all questions in writing (even if an answer has already been given to an oral question). The Proposer may bring written questions to the pre-proposal meeting and submit them at that time; or questions may be submitted at any time prior to close of business on the clarification requests submission date listed in Subsection II.B.

Proposer attendance at the pre-proposal meeting is recommended, but not mandatory. **Meeting is intended to assist key Contact personnel with completing RFP questionnaire.**

7. The Proposer's response to this RFP shall consist of two proposals, which must be submitted under separate sealed cover:

- Technical Proposal (including the Mandatory Requirements); and
- Cost Proposal.

If the Proposals are enclosed in another container for mailing purposes, be sure to fully describe the contents on the outermost container: for example, "contains separately sealed Technical and Cost proposals." The two proposals will be collectively referred to as the "Proposal."

Also, the Proposer must ensure that no cost information of any kind is contained in the Technical Proposal. Failure to do so will result in rejection of the Proposal.

8. Ten (10) copies of the Technical Proposal shall be submitted and clearly marked "Technical Proposal in Response to RFP No. DIS-020503 DO NOT OPEN." The Technical Proposal must be bound in some sort of cover, with numbered pages.
9. Two (2) copies of the Cost Proposal shall be submitted and clearly marked "Cost Proposal in Response to RFP No. DIS-020503 DO NOT OPEN." The Cost Proposal need not be bound.
10. The Technical and Cost Proposals shall be submitted to and received by the State Contact, at the address listed in II.A.1, no later than **03/17/03** at 4:00 PM. **Late Proposals will be rejected.** Proposals may be delivered by hand, through the postal service, or by common carrier. The State **will not** accept faxed or emailed Proposals.

At the date and time at which "Proposals are submitted to the State," the names of Proposers will be announced via email. All vendors who were originally contacted by the State will receive notification, provided that the vendor submitted a Proposer's Contact Name and email address.
11. Upon completion of the evaluation of all responsive Proposals and after the *Notice of Intent to Award* has been distributed, the Proposals shall become public documents of the State of Arkansas and open for review by the public.

B. *Schedule of Events for Proposal Evaluation and Award:*

Unless otherwise specified, the time-of-day for the following events shall be close of business, or 4:30 p.m., CST.

- | | |
|---|----------------------------|
| 1. State issues RFP | 02/05/03 |
| 2. Prospective Proposers submit Contact Names
and email addresses | 02/14/03 |
| 3. Pre-proposal meeting
(AR State Police Headquarters, Class Room C) | 02/18/03
1:00 PM |
| 4. State receives all written clarification
requests from potential Proposers | 02/19/03 |
| 5. State issues written responses to
clarification requests | 02/28/03 |
| 6. Proposals are submitted to the State | 03/17/03 |
| 7. Notice of Intent to Award announcement posted | 04/28/03 |
| 8. RFP files are open for public inspection | 04/29/03 |
| 9. Negotiation and clarification between State
and apparent Contractor completed | 04/29/03 |

- | | |
|--|----------|
| 10. Signed contracts received by the State | 05/07/03 |
| 11. Effective date of Contract | 07/01/03 |

NOTE: The State reserves the right to adjust this schedule as it deems necessary, at its sole discretion.

C. General Proposal Information:

1. Proposals in response to this RFP, including all pricing contained therein, shall be valid for ninety (90) days subsequent to the date of opening.
2. After contracts have been executed with the successful Proposers, the pricing contained therein shall be valid for two (2) years from the Effective Date of the Contract. At the end of this period and if the State decides to extend the Contract, the Contractor's Unit Rates will be increased by a percentage equal to the Consumer Price Index as currently posted for the previous calendar year. The Contract will be amended to reflect the new Unit Rates. For detailed provisions concerning Unit Rate increases, see the Pro-Forma Contract, Attachment A, Subsection B.3.
3. The Technical Proposal must follow the format of the Mandatory and Technical Requirements sections, Sections V and VI respectively. Proposers are required to follow this format **exactly**, with each response clearly labeled according to the instructions in those sections. Cost Proposals must be submitted on the table provided (Attachment B), or an exact duplicate thereof. Failure to follow the format exactly may result in the rejection of the Proposal. If there are any questions regarding the format, these should be directed to the State Contact.
4. Proposals must contain no extraneous information. All information presented in the Proposal must be relevant in response to a question; must be clearly labeled; and, if not incorporated into the body of the Proposal itself, must be referenced from the appropriate place within the body of the Proposal. Any information not meeting these criteria will be discarded and will in no way contribute to the evaluation process.
5. Prior to the date and time at which "Proposals are submitted to the State," a submitted Proposal may be withdrawn by submitting a written request for its withdrawal to the State. This request must be signed by the Proposer's authorized signatory and mailed to the State Contact. The State shall not accept any amendments, revisions, or alterations to Proposals after the Proposal submission date unless formally requested, in writing, by the State.
6. The State reserves the right to request clarifications of or corrections to Proposals, to reject any and all Proposals, or to cancel the RFP in its entirety at the State's sole discretion.
7. The State reserves the right to further clarify and/or negotiate with the best- evaluated Proposer(s), subsequent to award recommendation but

prior to Contract execution, if such is deemed necessary at the discretion of the State.

8. The State intends to execute contracts with no more than five (5) successful Proposers. The duration of these contracts shall be two (2) years. At the end of this term, the State reserves the option to extend the contracts for one (1) additional year.
9. All costs incurred by Proposers in preparing their Proposals shall be borne by the Proposers.
10. Any Proposal received that does not meet these general instructions may be considered "Non-Responsive," and the Proposal may be rejected. The State reserves the right to waive minor irregularities.

D. Pro Forma Contract:

A pro forma Contract, which, along with this RFP, defines the Scope of Services which the State expects the Contractor to provide, is included as Attachment A. Also included in the Contract are the State's standard terms and conditions. Prior to responding to this RFP, the Proposer is urged to read this Contract carefully to be sure that it fully understands the State's expectations.

E. Contractor Exceptions to the RFP and Pro Forma Contract:

The contracts that the State will execute with the winning Proposers will be substantially the same as the attached pro forma Contract. With the exception of underlined items-- such as Unit Rates, Contract term, Contractor name and address information, etc.--the State expects to execute the Contract as it appears in Attachment A. The Contract includes the RFP by reference.

It is strongly suggested that the Proposer provide its legal department with a copy of the RFP and Contract as early in the process as possible. If a Proposer has an exception to the Contract Scope of Services or the RFP, is unable to provide a listed service, or objects to any of the terms and conditions listed in the pro forma Contract, the exception(s) **must be** brought to the State's attention by close of business on the "State receives all written clarification requests" date, listed in Subsection II.B. The State is not obligated to make requested contract changes. For example, Section D of the pro forma Contract, Standard Terms and Conditions, should be considered non-negotiable. The State will consider exceptions to other areas and will inform the Proposer of the disposition of its requests along with the "clarification requests" responses.

Exceptions to the terms and conditions of the contract, failure to provide a requested service, or failure to notify the State of exceptions by the aforementioned deadline may result in rejection of the Proposal.

F. Subcontracting:

"Company" and "Independent" subcontracts will be allowed pursuant to this RFP.

1. Company Subcontracts refer to the practice of the "Prime Contractor" subcontracting with another company to provide personnel for the project(s) in question. A Proposer intending to use Company Subcontractors, must clearly identify in its Proposal, in Subsection VI.B.7, any proposed Company Subcontracts. The Proposer must also include some indication of the proposed Company Subcontractor's consent to the arrangement: either a "Letter of Intent" or a signed agreement between the parties. **Warning: be sure that any dollar figures or costs appearing in such agreements have been entirely hidden or removed prior to submitting your Proposal.** Finally, the Proposer must describe its experience in managing subcontractors, in response to Subsection VI.C.3. With the exception of the Prime contractor's experience managing subcontractors, information related to subcontractors will not contribute to the scoring of the Proposal. The Proposer (Prime Contractor) will be responsible for all work performed pursuant to this RFP.
2. Independent Subcontracts, in which individuals are direct subcontractors to the Prime Contractor, will also be allowed. For the purposes of this RFP, Independent Subcontractors will be considered direct employees of the Proposer. **Note that the Proposer is not required to provide Independent Subcontractor agreements as a part of its Proposal; however, the State may request proof of these Independent Subcontracts during the evaluation process, or at any time thereafter.**
3. It is the Proposer's (Prime Contractor's) responsibility to obtain the consent of the subcontracting companies of any and all candidates submitted in response to any Statement of Work issued under this RFP. In responding to this RFP, the Proposer certifies that any and all subcontracted personnel have the legal authority to work in the United States, will comply with all provisions of this RFP, and have the consent and approval of the subcontracting company to perform work for the Proposer under the terms and conditions of this RFP. Verification of consent of the subcontracting company may be requested by the State and must be furnished by the Proposer.

G. Independent Price Determination:

1. A Proposer shall not be considered for award if the prices in the Proposal were not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposers or with any competitor. In addition, the Proposer is prohibited from submitting more than one Proposal or submitting multiple Proposals in a different form: e.g., as a prime Proposer and as a subcontractor to another prime Proposer. **Alternate Proposals shall result in the disqualification of the Proposer and/or subcontractor.**
2. Should any such action stated above be detected at any time during the term of the Contract, the Contract shall be deemed null and void.

H. Project Site and Working Hours:

Most work pursuant to this RFP will be performed on-site in Little Rock, Arkansas. (For a discussion of exceptions, see the pro forma Contract, Attachment A, Subsection B.4). If required, the State will provide the Contractor with office space, access to telephones, office supplies, work stations or terminals, and connections to the relevant State LAN/WAN and/or mainframe environment.

Normal State working hours are 8:00 a.m. to 4:30 p.m., Monday through Friday, with overtime work (paid at regular pay rate) performed as necessary to meet implementation deadlines. Contractor staff schedules will be adjusted to provide for a forty (40) hour regular work week. The Contractor shall observe the same standard holidays as State employees: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas Eve and Christmas Day; approximately ten (10) total days.

All State facilities are non-smoking buildings. Each building has one area designated for smoking. Contractor personnel will be paid for time at their place of work and will not be compensated for smoke breaks, regardless of duration. Contractor personnel will make arrangements for accounting for this time with their respective State manager.

The State will **not** provide parking for Contractor personnel.

I. Training:

The State makes changes to its technical architecture from time to time. If a contract individual is assigned to a State project or support area and the technology associated with their assignment changes, the Contractor is responsible for training in the new or changed technology. This responsibility includes all fees associated with the actual training course and also the hours the individual spends in training. For example: Assume a contract individual needs DB2 training due to a database conversion for the area they are helping support. The cost of the course will be the responsibility of the Contractor firm and the training hours will not be billable to the State.

J. RFP Amendments/Clarifications:

The State reserves the right to amend the RFP at any time. There are two types of amendments: (1) "substantive" amendments, fundamentally altering the services provided and/or affecting the Proposer's costs to provide the services; and (2) "non-substantive" amendments, for example, a change in the billing procedures, which would not affect the services or costs.

The State will avoid making substantive changes later than five (5) working days prior to the "Proposals are submitted to the State" date given in Subsection II.B. If such changes are necessary, the State will, at its discretion, extend the Proposal

submission date to allow Proposers to modify their Proposals; or cancel the RFP in its entirety.

No substantive amendments will be made after the Proposal submission date. The State reserves the right to make non-substantive changes at any point during the procurement phase or Contract term.

Amendments will be sent to all Proposers that provided the State with a Proposer Contact Name. RFP amendments will also be attached and incorporated into the contract. Also attached will be the State's written responses to Proposers' "written clarification requests" if such are deemed by the State to have a substantive impact on the requirements set forth in the RFP.

K. *Security Agreement:*

Contractor personnel assigned to the State will be required to comply with all security procedures as set forth in agency (DIS) guidelines. Such procedures may include, without limitation, the following: background investigations, fingerprints, and other security measures, in accordance with Arkansas State and Federal Laws.(See Attachment J). Any and all contractor personnel assigned to the State must have legal authority to work in the United States. In responding to this RFP, the Proposer certifies that any and all contractor personnel submitted to the State have the legal authority to work in the United States and will comply with all provisions of this RFP.

L. *Disclosure of Proposal Contents:*

All Proposals and other material submitted in response to this RFP procurement process become the property of the State of Arkansas. Selection or rejection of a response does not affect this right. All Proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process and prior to the time a *Notice of Intent to Award* is issued. Upon the completion of the review and evaluation of all Proposals submitted in response to this RFP, and after the distribution of the *Notice of Intent to Award*, all Proposals and associated materials shall become public documents of the State of Arkansas and open for review by the public in accordance with ***Arkansas Code Annotated***, Section 25-19-101 (FOIA). By submitting a Proposal, the Proposer acknowledges and accepts that the full contents of the Proposal and associated documents shall become a public record open to public inspection. The wishes of any Proposer marking a Proposal, any part of a Proposal, or associated material as proprietary shall be neither accepted nor honored.

M. *APPEALS PROCESS*

In the event of disqualification from this RFP process, the State shall issue a Notice of Disqualification. Respondents shall have ten (10) calendar days to contest the disqualification. A Request for Reconsideration must be submitted in writing, to the State Contact, no later than 10 calendar days from the date of the Notice of Disqualification. This Request must outline why the disqualification is

to be reconsidered using the terms and conditions of this RFP to support the Request. The Evaluation Team shall review the Request and issue a final decision within ten (10) calendar days from the date of the Request.

Any and all contests to the contracts awarded from this RFP shall be submitted to the Arkansas State Claims Commission, no later than 30 days from the date of the Notice of Intent to Award.

Failure to comply with this section shall be construed as a waiver of right to protest and acceptance that the Respondents do not dispute awards and/or decisions by the State.

III. SCOPE OF WORK:

A. Introduction:

Provided that the State receives a sufficient number of Proposals, the State will award no more than five (5) contracts as a result of this RFP. This is the first part in a two-part process to procure services, and these contracts are referred to as "Master Contracts." They establish sources of supply and contain general stipulations that apply to all services provided pursuant to this RFP. Note that the Master Contracts do not request specific services.

The second part of the process involves defining and requesting services related to specific projects or tasks. This process is described below in Subsection III.C.

B. Personnel Classifications:

Under the terms of the Contract and at the State's request, the Contractor will provide the services of the following forty-three (43) classifications of personnel. Attachment H contains descriptions of the Job Classifications. Due to the dynamic nature of projects within State government, the State cannot predict the numbers of personnel that will be required under this Contract.

1. Project Manager
2. Systems Analyst
3. Programmer Analyst (Mainframe)
4. Advanced Programmer Analyst (Mainframe)
5. Programmer Analyst (Client Server/Micro)
6. Advanced Programmer Analyst (Client Server/Micro)
7. Web Developer
8. Advanced Web Developer
9. Object Oriented Developer
10. Advanced Object Oriented Developer
11. Network Administrator
12. Advanced Network Administrator
13. LAN System Programmer
14. Advanced LAN System Programmer
15. MVS System Programmer

16. Advanced MVS System Programmer
17. UNIX System Programmer
18. Advanced UNIX System Programmer
19. Database Administrator
20. Data Analyst/Administrator
21. Quality Assurance Inspector/Analyst
22. Component Librarian
23. Change Management Specialist
24. Mainframe Operations Specialist
25. SAP Senior Project Manager
26. ABAP Programmer/Developer
27. Basis Administrator
28. mySAP.com Application Consultant
29. R/3 Application Consultant
30. R/3 Workflow Consultant
31. SAP Technical Consultant
32. SAP Training Specialist
33. SAP Tester
34. BW Query Developer
35. BW Data Modeler/DBA
36. SAP BW Consultant
37. "OPEN"
38. Data Warehouse Business Architect
39. Data Warehouse Data Modeler
40. Data Warehouse Information Access Engineer
41. Data Warehouse Extract Transform and Load Advanced Programmer Analyst
42. Quality Manager
43. Quality Analyst/Engineer

C. *IT Professional Services Request Procedures/Provisions:*

1. *Statement of Work.*

The State will simultaneously provide all five awarded Contractors with a written Statement of Work (SOW)[see Attachment E] requesting IT Professional Services. The SOW will be numbered to facilitate tracking and will include a description of the requested work; the numbers of personnel by skill set; and project start and end dates.

2. *Submission of Project Offer and Personnel Resumes.*

Each SOW will specify the number of days the Contractor has to respond to the State's request. This time frame will be no less than six (6) working days, but it may be more at the State's discretion. Within the specified time frame--measured from the date the SOW was emailed, the Contractor must respond in writing via email, either affirming or denying its ability to provide the personnel in the required project time frame.

If the Contractor denies its ability to provide the personnel, it will state this in an email to the State Contact. Otherwise, if the Contractor is capable of providing the requested personnel, it will submit a "Project Offer," via email, which **must** consist of the following items:

- a. A statement that the Contractor can and will comply with the provisions of the SOW.
- b. The resume(s) of the actual individual(s) proposed for the task or project in question. Each resume must include the results of two reference checks that the Contractor has performed on the proposed individual, including the names and telephone numbers of the references themselves.

Each resume must be clearly labeled as to the Job Classification it is meant to fill. In response to a given SOW, the Contractor shall not submit the same individual for more than one Job Classification; the resume of any individual "double-submitted" in this way will be rejected.

Project Offers submitted without resumes and reference checks will be rejected and will be considered a denial of that Contractor's ability to provide the personnel.

- c. Proposed Hourly Unit Rates for each resume submitted. These Unit Rates may not exceed the Unit Rates originally proposed in response to this RFP (i.e., as submitted on Attachment B). However, the Unit Rates may be less, depending on the nature of the job market, individual talents, and the Contractor's competitive stance on a given SOW. The Unit Rates stated in the Project Offer, provided that they are less than those originally proposed, will temporarily modify the Unit Rates (for this individual only) stated in the Master Contract.

Failure to respond, a late response, or lack of resumes and references shall be deemed a denial (See penalties as set forth in Attachment A). During this response period, if necessary, the Contractor may seek clarifications of the work involved, and may recommend and discuss with the State any changes to the description of work. If changes are requested, the State will be the sole determinant with regard to the changes, and will notify all Contractors in writing when the document is finalized. If there are significant changes to the SOW, the State may, at its sole discretion, grant an extension of the Contractors' response due date.

3. *Evaluation of Submitted Project Offer.*

The State Contact will review each Project Offer and will forward them to the State hiring manager as they are received. The State Contact will notify the relevant Contractor company and request an interview with the selected candidate. All correspondence regarding the SOW, candidate

selection, interview schedule, etc. shall be handled through the State Contact. Contractors are prohibited from contacting the State hiring manager directly.

At the State's discretion, this initial interview may be conducted over the telephone. The State will attempt to pre-screen candidates over the phone. However, if the State is interested in the candidate, the State may, at its discretion, request a face-to-face interview. In this case, all expenses, travel or otherwise, resulting from such a request shall be borne by the Contractor.

If an interview (telephone or otherwise) cannot be set up within five (5) State working days from the State's request for an interview; and if the inability to set up the interview is through no fault of the State's (i.e. State personnel have made themselves available during the required time frame); the State may disqualify that resume.

Proceeding in this manner the State will select the lowest-priced, qualified personnel within each Job Classification until all open positions described on the SOW are filled. Contractors will be notified via email concerning the selection or rejection of their candidate(s).

4. *Memorandum of Understanding.*

The next step in the IT Professional Services request process requires the requesting State agency, the Department of Information Systems, and the Contractor jointly to sign a Memorandum of Understanding (MOU). (See Attachment G for a draft of this document.) The MOU will reference the Master Contract number and will require the Contractor to assert that it agrees to all provisions of the Master Contract. The MOU shall include the SOW and any other addenda, as needed. The parties to the MOU shall be bound to the text of the MOU and to the provisions of any addenda as if they were set out in full text.

A fully executed MOU, containing all of the above signatures, authorizes the Contractor to provide the requested Job Classifications. The State will deliver to the Contractor a copy of the MOU by hand, mail, or fax. The Contractor must be in receipt of a fully-executed MOU prior to Contractor personnel beginning work. **The State shall not be liable to pay the Contractor for any work performed prior to the Contractor's receipt of a fully executed MOU.**

Another important function of the MOU will be to fix the maximum amount of money to be paid in compensation for the services requested on a particular SOW (the "MOU Project Price"). This amount cannot be exceeded without an MOU amendment.

The State may terminate any or all of the MOUs entered into by the State and the Contractor pursuant to this Contract by giving the Contractor at least ten (10) calendar days written notice prior to the effective MOU

Termination Date. The Contractor shall be entitled to receive equitable compensation for satisfactory authorized services completed as of the termination date. Other than termination by the State, contractor employees' services, provided pursuant to a MOU, shall not be terminated, unless the Contractor has provided at least 15 calendar days prior, written notice.

5. *Invoicing and Payments for Services.*

The services shall be provided and invoiced on an hourly basis, as used, up to the MOU Project Price stated in the MOU. After the services have been rendered, the Contractor shall invoice the State monthly in accordance with the payment provisions of the Master Contract.

For each MOU, the State will track the expenditures against the MOU Project Price, and will make a reasonable effort to inform the Contractor when expenditures are nearing this cap. It is then the State's sole option to either amend the MOU Project Price to accommodate completion of any work begun, or to allow the Contractor's MOU to expire. The State shall not be liable to pay the Contractor for any hours worked in excess of the most current approved MOU Project Price.

6. *Contracts Management*

In the interest of expediency and efficiency, future contracts management software may be implemented to assist in the management of these contracts. Proposers awarded contracts under this RFP must comply with all future efforts to automate and efficiently manage these contracts.

D. *The State's Right to Refuse Company Subcontractors and Personnel:*

The Contractor shall provide, at the State's request and in a timely fashion, Company Subcontractor agreements, Independent Subcontractor agreements, resumes, contact references, and/or any other supporting documentation necessary to allow the State to evaluate Company and/or personnel qualifications. At the State's request, such information shall be provided during the evaluation process or at any time thereafter. The State reserves the right to refuse Company Subcontractors and any personnel provided by the Prime Contractor and/or subcontractor(s).

The Proposer is not required to provide resumes as a part of its Proposal in response to this RFP.

E. *Performance Evaluations:*

Each individual assigned to the State off a Contract resulting from this RFP will be evaluated on a regular basis. A sample evaluation form is included as Attachment I.

- a. The **first** evaluation will occur by the **end of the tenth working day**. If performance at that time is deemed to be unacceptable, the individual will be terminated and the State will **not** pay for the hours worked. The State will notify the Contractor of this action via email. In this event, the State will not be liable to the Contractor for any costs or damages--including, but not limited to, Hourly Unit Rate payments, travel expenses, relocation fees, etc.--related to that individual's assignment at the State. The State will provide such notification to the Contractor no later than the end of the tenth day of the individual's assignment.
- b. **Subsequent** evaluations may, but are not limited to, occur prior to the extension of any Memorandum of Understanding.
- c. The above provisions shall be in addition to the personnel performance review and termination provisions stated in the Master Contract.

F. Replacement Personnel:

In the event that Contractor personnel are terminated for any reason at any time whether by the Contractor or by the State, the State may replace the terminated individual(s) with any of the other Contractor personnel originally submitted in response to the SOW in question. The State also reserves the right to re-release the SOW to find replacement Contractor personnel.

G. Inability to Provide Specific Job Classifications:

The success of this multiple-source procurement mechanism depends upon the Contractors participating to the fullest of their abilities. Therefore, all Contractors are expected to respond to every SOW, and to provide resumes for every Job Classification requested therein. The State recognizes that there may be occasions when the Contractor may not be able to provide one or more of the requested Job Classifications. In this case, the following provisions apply:

- a. Failure of the Contractor to respond with one or more resumes to five (5) SOWs-- measured in total, over the life of the Contract--shall be grounds for Contract termination.
- b. Failure of the Contractor to respond to a particular Job Classification on three consecutive SOWs shall be grounds for Contract termination. Failure to provide acceptable resumes--from the standpoint of qualifications, not cost--shall also be deemed a failure to respond and shall fall under this paragraph.
- c. In the event of Contract termination, nothing shall prevent the State from awarding a replacement contract to another Contractor that originally responded to this RFP.

H. Existing Contractor Employees:

The State currently has agreements (“Pre-Existing Agreements”) with several vendors to provide services similar to those described in this RFP. Assuming that adequate funding exists and the vendors are performing acceptably, the Pre-Existing Agreements will remain in effect until their termination dates.

Contractors, who are not successful in being awarded a contract as a result of this RFP, will not be permitted to compete on any SOWs issued pursuant to this RFP.

It is possible that one or more of these vendors may be awarded contracts pursuant to this RFP. If this occurs, any employees of such vendors currently on site will remain in their positions, at the hourly rates paid under the Pre-Existing Agreements, until these agreements expire. Prior to the expiration of Pre-Existing Agreements, the Vendors may compete on any new SOWs published pursuant to this RFP. However, the State will not consider resumes from vendor personnel currently on site, or from those who have left State assignments recently (within three (3) months prior to SOW publication), until the Pre-Existing Agreements have expired.

I. Additional Rules and Procedures:

The State will promulgate additional procedures to govern requests for IT Professional Services as needed, throughout the life of the Contract resulting from this RFP. Note that the SOW and MOU, Attachments E and G respectively, are draft documents. The State reserves the right to change the format and content of the SOW and MOU, if such is deemed to be in the best interest of the project or task in question.

IV. PROPOSAL FORMAT AND EVALUATION PROCESS:

The Proposal must be submitted as two separate sealed Proposals, Technical and Cost. The Technical Proposal will contain the Proposers' responses to the Mandatory Requirements and Technical Requirements: instructions for the Mandatory Requirements response appear in Section V; instructions for the Technical Requirements response appear in Section VI. Cost Proposal response instructions are addressed in Subsection C of this Section. To complete its Proposal, the Proposer should carefully read and follow the directions given in these sections.

The following paragraphs of this section describe the process of Proposal evaluation. This process will be conducted in private and will be closed to the Proposers.

The Proposal evaluation process will proceed in three stages, in the following chronological order: (1) Mandatory Requirements Evaluation; (2) Technical Requirements Evaluation; and (3) Cost Proposal Evaluation. The Mandatory Requirements Evaluation will be performed by the Evaluation Team Leader (with the consensus of the rest of the Evaluation Team) and will serve as an initial screening point for received Proposals. Following the Mandatory Requirements Evaluation, responsive Technical Proposals will be scored separately (and by separate evaluators) from the Cost Proposals.

If the State determines at the time of Proposal evaluation, or at any time thereafter, that the Proposer has provided inaccurate or misleading information in response to this RFP, the State may, at its sole discretion: reject the Proposal; cancel the Proposer's award and/or Contract, and award a Contract to another Proposer that responded to the original RFP; or cancel the RFP and all resulting awards and begin a new RFP process to procure the same or similar services.

The Technical Proposal shall comprise three (3) categories, with the following maximum available points:

<u>Category</u>	<u>Points</u>
Proposer Organization	100
Proposer Experience	300
Proposer Staffing and Project Support Plan	200
<hr/>	
Total Possible Technical Points	600

The Cost Proposal shall be scored as follows:

<u>Category</u>	<u>Points</u>
Cost	400
<hr/>	
Total Possible Proposal Points	1,000

A. *Mandatory Requirements Evaluation:*

The Mandatory Requirements Evaluation will be "Pass/Fail." The purpose of the Mandatory Requirements Evaluation is to determine whether a given Proposal meets the State's minimum requirements for a responsive Proposal and warrants further evaluation by the Evaluation Team. For this evaluation, scores will not be assigned, and Mandatory Requirements do not contribute to the Proposer's overall score. **The State will reject any Proposal that fails to meet all Mandatory Requirements.**

B. *Technical Requirements Evaluation:*

For the Technical Requirements, questions will, for the most part, mirror the individual statements in the Technical Requirements Section below. There will be one or more questions for each item. The Proposers' responses to these questions will be evaluated in accordance with the procedures described in the Evaluation Manual (Attachment C).

The Proposer's Total Technical Points will then be added to the Total Cost Points, which will be determined as described below.

C. Cost Proposal Evaluation:

The purpose of this RFP is to set up sources of supply for contractor personnel in forty-three (43) different job classifications, which require varying levels of education and experience. The proposed personnel must be capable of the skill sets described in Attachment I. **In response to this RFP, the Proposer must quote Unit Rate costs for each of the forty-three (43) job classifications (excluding the 37th OPEN classification), for years one and two of the Contract term, regardless of whether it has these individuals on staff at the time of the Proposal; failure to do so will result in the rejection of the Proposal.** In addition, the Proposer should note that any travel expenses required to qualify candidates and locate them at their "Official Station" should be built into the quoted Unit Rates (see the pro forma contract, Subsection B.4).

The Proposer shall use the attached Cost Proposal Table (Attachment B), or an exact duplicate thereof, to quote its hourly Unit Rates. **The Weighting Factor column on Attachment B is for information purposes; the Proposer shall not enter anything in this column.** The Proposer shall multiply each proposed Unit Rate by the corresponding Weighting Factor for all of the job classifications (excluding the 37th OPEN classification) to complete the Factored Cost column. The Proposer shall also enter the sum of all of entries in the Factored Cost column in the Total Factored Cost column. The Proposer must clearly label, sign, and date its Cost Proposal response. **Failure to properly use, label, and/or fill out the Cost Proposal Table may result in the rejection of the Proposal.**

Unit Rates quoted remain in force throughout years one and two of the Contract. Thereafter, should the State decide to extend the Contract for an additional year, an increase determined by the Consumer Price Index will be applied to the Year Two rates (see the pro forma contract for further details).

To arrive at the Proposer's "Total Cost Points," each of the eighty-four (84) Unit Rates quoted will first be multiplied by the Weighting Factor. (See Evaluation Manual, Summary Score Sheet, Cost Proposal section.) For example, the year-one and year-two Unit Rates for Programmer Analyst (Mainframe) will each be multiplied by two (2) to yield the "Factored Costs" for that Job Classification.

The result of these eighty-four (84) multiplications will be summed to give the "Total Factored Cost" for each Proposer.

This Total Factored Cost will then be compared to that of the other Proposers using the following formula, to yield the Proposer's Total Cost Points, for a maximum of 400 points:

$$\frac{\text{Lowest Total Factored Cost}}{\text{Total Factored Cost (This Proposer)}} \times 400 = \text{TOTAL COST POINTS (This Proposer)}$$

For example, the Proposer with the Lowest Total Factored Cost would receive all 400 of the available Total Cost Points. The Proposer with the next-lowest Total Factored Cost would receive some percentage of the 400 points; likewise for the Proposer with the third-lowest Total Factored Cost; and so on.

Total Cost Points will be added to Total Technical Points to obtain the Proposer's Final Score. Each Proposer will receive a Final Score from each evaluator; these scores will then be averaged to determine a Proposer's "Overall Final Score." The Proposer's position in the ordinal ranking will depend upon the Overall Final Score: the Proposer with the highest Overall Final Score will be ranked number one (1), the Proposer with the next-highest Overall Final Score will be ranked number two (2), and so on. Provided that the State receives a sufficient number of Proposals, it will award contracts to the proposers that appear first through fifth in the ordinal ranking.

V. IT PROFESSIONAL SERVICES CONTRACT MANDATORY REQUIREMENTS:

The Proposer must meet the following Mandatory Requirements:

- A. The Proposal **must** arrive at the address given in II.A.1 by the date and time given in Subsection II.A.10.
- B. The Proposer **must** submit its Cost Proposal under separate sealed cover.
- C. The Proposer **must** ensure that no cost information **of any kind** is contained in the Technical Proposal. **Prior to submission, the Proposer should review the Technical Proposal carefully, ensuring that any dollar figures or costs, no matter how unrelated they may seem to the services requested, are either totally hidden or removed. Failure to do so will result in rejection of the Proposal.**
- D. The Proposer **must** provide IT Professional services as described in the RFP (Section III, "Scope of Work") and the Contract (Section A, "Scope of Services").
- E. Attachment D lists the components of the State's current Technical Architecture. It is **not** a mandatory requirement that the Proposer have experience with all of these components; however, the services provided by the Proposer **must not** necessitate adding any additional components to this list. In other words, the State shall not be required to modify its Technical Architecture in any way to make use of, support, or accommodate the services the Proposer is to provide. (Note that the State expects to amend this Technical Architecture from time to time; however, the Proposer's response should be based upon the current Technical Architecture.)

The evaluation of items V.A through V.C is self-explanatory. For items V.D and V.E, the Proposer must indicate its assent by labeling its responses "V.D," and "V.E"; and, following these labels, write the words "The Proposer understands and agrees." **Failure to follow these instructions and comply with all Mandatory Requirements will result in the rejection of the Proposal.**

VI. IT PROFESSIONAL SERVICES CONTRACT TECHNICAL REQUIREMENTS:

A. *General instructions:*

In Subsections VI.B, C, and D below, the State has listed the Technical Requirements for the IT Professional Services Contract on which the Proposers will be competitively scored. Among these questions, there are some, such as company name and address that are for information purposes only and will not be scored. Most, but not all, of these statements translate to one or more question(s) in the Evaluation Manual (Attachment C).

Even though some responses will not be scored, the Proposer must respond to every statement individually and at the lowest identifiable level. For example, the Proposer must respond to VI.B.1 through VI.D.3, including specific responses to indented requirements such as VI.C.1.a, b, c, etc.

To aid in the evaluation process, the Proposer must label each response with the Section, Subsection, and Requirement numbers. For example, the Proposer's response to the first requirement would be labeled "VI.B.1," followed by VI.B.2, and so on. The Proposer must respond to every statement listed below, and the Proposal must conform exactly to the required format. **Failure to follow the specified format, to label the responses correctly, or to address all of the statements may, at the State's sole discretion, result in the rejection of the Proposal.**

Some of the statements in this Technical Requirements section are open ended and require the Proposer to supply brief written descriptions; some ask for information such as names and addresses; and others may be answered with "Yes" or "No." This should be clear in all cases from the structure of the statement. However, should any confusion arise over the intent of the statement or the nature of the Proposer's response, the Proposer may refer to the Evaluation Manual for further details on how the statement will be scored. Alternatively, the Proposer may submit any questions in writing prior to close of business on the date on which the "State receives all written clarification requests," given in Subsection II.B.

In responding to this RFP, it is acceptable for Proposers to draw upon the resources of a "parent" or "holding" company. However, if the Proposer wishes to do this, then the outside source **must** be presented as a Company Subcontractor to the Proposer. The Proposer must provide, in response to Subsection VI.B.7, a signed Company Subcontractor agreement or "Letter of Intent," exactly as would be required for any other proposed Company Subcontractor relationship.

In addition, the Proposer is reminded that, throughout the evaluation criteria to follow, "Proposer" shall refer to the respondent to the RFP. **Except where explicitly stated and allowed, Company Subcontractor information may not be provided or contribute in any way to a given response. This warning includes and applies to the "outside sources" mentioned in the preceding**

paragraph; i.e., where Company Subcontractor information is prohibited, so is information from outside sources.

B. *Technical Requirements--Proposer Organization:*

With the sole exception of VI.B.7, Company Subcontractor information **must not** contribute to, or be included in any way, in this section.

1. Provide the full name, address, and telephone number of your company.
2. Provide the date your company was established. If there have been any mergers, acquisitions, or sales of the company within the last ten (10) years, list the date of the event and provide a brief explanation. If there have been no mergers, acquisitions, or sales of the company within the last ten (10) years, then explicitly state this fact.
3. Have the Proposer and/or any of its employees and/or agents ever been convicted of, pled guilty to, or pled nolo contendere to any crime involving a public or private contract? Answer "Yes" or "No." If so, provide an explanation.
4. Is there any pending litigation against the Proposer's company? Answer "Yes" or "No." If so, provide an explanation giving the details, along with an opinion of counsel concerning the pending litigation.
5. Within the last ten (10) years, has the Proposer's company filed (or had filed against it) any bankruptcy or insolvency proceeding; whether voluntary or involuntary; and/or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors? Answer "Yes" or "No." If so, provide an explanation.
6. Provide a copy of the organization's latest audited annual financial statement(s) or satisfactory alternate proof of financial stability.
7. If the Proposer is not intending to use Company Subcontractors to provide any of the services pursuant to this RFP, it **must** state this fact here.

On the other hand, if the Proposer is intending to use Company Subcontractor(s), the Proposer **must** state the name of the Company Subcontractor(s); and provide, for each proposed Company Subcontractor, a copy of a fully executed agreement or a signed Letter of Intent confirming that the Prime/subcontractor relationship exists. These agreements/letters should be included as a clearly labeled attachment to the Proposal. Such agreements/letters need not be included, at this time, for Independent Subcontractors. If you are unsure of the distinction between Company and Independent Subcontractors, see Subsection II.F.

Note: a response to item VI.B.7 is required but not scored.

C. Technical Requirements--Proposer Experience:

With the sole exception of VI.C.3, Company Subcontractor information **must not** contribute to, or be included in any way, in this section.

1. List three (3) of your most recent clients (within the past three [3] years) served by your company. Higher scores will be given for experience reflecting services the same or similar to those requested in this RFP.

For each Client, provide the following:

- a. Client name, address, and telephone number. In the case of known mergers or acquisitions, provide current name, address, and telephone number.
- b. Description of service provided.
- c. Maximum number of staff on-site with the client.
- d. Time period of the project and/or contract. Must be stated in the form of "from-to" dates (e.g., "Jan. 95 -- March 96"). **Do not** state this as a length of time (e.g., "two years"), without start and end dates.
- e. Completed Reference Information Questionnaire. (See Attachment L, "IT Professional Services Reference Information Questionnaire"). For each client listed, at least two different reference information questionnaires must be completed. Each questionnaire must be completed, signed by an authorized representative of that company, and dated. The original questionnaires must be submitted in this section. Failure to submit at least two reference information questionnaires for each client listed will result in a score of zero for that client.

Clearly label the group of responses for each reference with the Client's name and the individual lower-level label, i.e., VI.C.1.a, VI.C.1.b, etc.

2. If the Proposer has been in a contractual relationship with, or provided services to, the State of Arkansas within the past five (5) years, provide the following information: contract number, term of contract, contracting agency, and contact reference name.
3. Proposers intending to use subcontractor(s) **must** describe their experience in managing Company Subcontractors. At least two (2) such examples (clients) should be provided; and at least one (1) example should involve the management of the Company Subcontractor(s) the Proposer intends to use under this RFP. Experience should include managing subcontractors providing services the same as or similar to those requested in this RFP. Provide the following information about the subcontracted services:
 - a. Client (for whom service was performed) name, address, and telephone number. If the company has been purchased by or has

merged with another company, provide the current name and address.

- b. Time period of the services (state in "from-to" format, as described above).
- c. Brief description of the role of and tasks performed by the Prime Contractor in managing the subcontractor.
- d. List all subcontractors involved in providing services to this client; include the time period of their involvement and the specific role that each subcontractor performed.
- e. Completed Reference Information Questionnaire. (See Attachment L, "IT Professional Services Reference Information Questionnaire"). For each client listed, at least two different reference information questionnaires must be completed. Each questionnaire must be completed, signed by an authorized representative of that company, and dated. The original questionnaires must be submitted in this section. Failure to submit at least two reference information questionnaires for each client listed will result in a score of zero for that client.

This experience must be distinct from the experience presented under VI.C.1, which, by definition, includes **no** Company Subcontractor information. Each response to this section should be clearly labeled with the name of the client, and lower-level response label, i.e., VI.C.3.a, VI.C.3.b, etc.

D. Technical Requirements--Proposer Staffing and Project Support Plan:

1. Describe how your company would rapidly respond to widely varying levels of staffing. For example, the State may not require any Contractor personnel for several months, and then have an immediate, simultaneous need for several project teams of varying sizes and skill sets. Describe, in some detail, how the Proposer would meet this staffing need. If your company does not have an office or employee presence in the Little Rock area, describe how you would overcome this limitation. Limit your response to 1,500 words.
2. Indicate if the processes you described in VI.D.1, above, is currently in place, or if it would require the Proposer to institute new procedures and possibly hire or subcontract additional personnel not currently on staff.
3. Describe your company's approach and methods for retaining a stable staff. Include processes you have in place for motivating your staff to perform at their maximum capability. Also, address plans you have for ensuring technical competence in a changing technological environment.